

SRINIVAS DECLARATION

EXHIBIT 1

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From: Lomar Maritime Co., Ltd - Bangkok
Tel.: (662) 758 8050 Fax: (662) 758 8055 Email: lomar@loxinfo.co.th

GOPI-MUNIR/ANDREW

RE: M.V. WORADA NAREE / SUNWO

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CHARTS HV CONFIRMED YR BUNKER CLAUSE.

PLSD TO RECAP CLEAN FIXTURE AS FOLL

- M.V. WORADA NAREE
- ALL DTLS ABTS N WOG N GIVEN IN GOOD FAITH
- EX HANDY JADE / OCEANID
- SDBC
- FLAG THAI / POR BANGKOK / OFFICIAL NO.4700-01795 / IMO NO. 8223335
- BUILT FEB 1983 IMABARI., JAPAN
- CALL SIGN - HSRO , SATCOM "C" TLX NO : 456750410
- CLASSED NKK / NO. 830543
- DWT/DRAFT:-
 - SUMMER: 25424 MT / 10.229M
 - WINTER: 24696 MT / 10.016M
 - TROPICAL: 26152 MT / 10.442M
- LIGHT SHIP: 6204, VSLS LOADED TPC - 34.2, F.W. A: 231 mm
- LOA-160.8 / LBP - 150.0 / BEAM-25.2 M
- MOULDED DEPTH:14.0 M, AIR DRAFT FM KEEL - 43.6M
- GT/NT - 15269 / 9023
 - SUEZ GT/NT - 15661.28 / 13602.67
 - (SCNT DURING ONE OF HER TRANSIT WAS 14211.35 SCID NO:27749
 - SINCE SCNT DEPENDS ON VARIABLE FACTORS CHARTS TO CONFIRM WITH
 - THEIR AGENTS FOR ACTUAL SCNT FOR THE TRANSIT)
- PANAMA GT/NT : 16442 / 12697 (SIN NO:253766)

- 4/4 HO/HA
- 3 X 25 MT CRANES + 1 X 25 MT DERRICK
- HATCH OPENINGS:-
 - NO.1 - 18.4 X 12.8 M
 - NO. 2, 3,4 - 21.6 X 12.8 M EACH
- HATCHCOVERS - FOLDING TYPE
- HOLD MEASUREMENTS:-
 - L X W(FWD N AFT) AT TANK TOP IN METERS (ALL ABOUT)
 - NO.1 - 27.0 M X 5.0 (F) 20.6 (A)
 - NO.2 - 27.0 M X 20.6 (F) 20.6 (A)
 - NO.3 - 27.3 M X 20.6 (F) 20.6 (A)
 - NO.4 - 28.8 M X 20.6 (F) 10.2 (A)
- GRAIN/BALE - 1,155,871.59 / 1,097830.34 CBFT
- CUBIC BREAKDOWN:-
 - GRAIN - NO.1 - 250233.61 / 2 - 302501.93 / 3 - 302103.93 / 4 -301032.12
 - BALE - NO.1 - 236774.01 / 2 - 286102.0 / 3 -286270.1 / 4 -288684.23
- AUSSIE FITTED, GRAIN FITTED
- STRENGTHS - IN MT/M2:-
 - MAIN DECK -3.3
 - MAIN DECK HATCHES - 2.4
 - TANKTOP - 11.48
- SPEED CONSUMPTION:-
 - ABT 12.5 KNOTS ON ABT 24.0 MT IFO 180 CST + ABT 2.0 MT MDO
 - IN PORT: IDLE ABT 2.0 MT MDO, WORKING ABT 3.5 MT MDO
 - ABOVE SPEED WARRANTY FOR GOOD WEATHER UPTO BEAUFORT WIND FORCE 4
 - AND DOUGLAS SEA STATE 3.
 - VSLs CONSUMES MDO IN MAIN ENGINES WHILE MANOUVERING IN/OUT OF PORTS,
 - CANALS, RIVERS, NARROW WATERS, FOGS ETC.
- BUNKER SPECS:-

FUEL OIL 180 CST SPECS : ISO 8217 : 1996 RME 25

DIESEL OILS SPECS : ISO-8217 : 1996 DMB

- P+I CLUB - UK CLUB , H+M VALUE - USD. 7.00 MILLION

- OWNERS : PRECIOUS PEARLS LIMITED, BANGKOK

= OWNERS TO COMPLETE CHRTRS QUESTIONNAIRE WHICH TO FORM PART OF THE C/P.

FOR

2. ACCT. SUNWOO MERCHANT MARINE CO., LTD., SEOUL OR THEIR GUARANTEED NOMINEE.

3. DELY DLOSP 1 SP PEOPLE'S REPUBLIC OF CHINA, PORT IN OWNERS OPTION, ATDNHINC. (INTENTION ZHOUSHAN)

4. LAY/CAN 0001 HRS LT 15TH MAY / 2400 HRS LT 15TH JUNE, 2007

5. T/C PERIOD OF MINIMUM 11 (ELEVEN) MONTHS UPTO ABOUT 13 (THIRTEEN) MONTHS ('ABOUT' MEANS PLUS 15 DAYS IN CHOPT) TRADING VIA SP(S), SA(S), SB(S), ALWAYS AFLOAT, ALWAYS ACCESSIBLE, ALWAYS WITHIN IWL, ALWAYS VIA ICE-FREE PORTS/AREAS WITH LAWFUL, HARMLESS CARGOES ALWAYS SUBJECT TO THE TRADING AND CARGO EXCLUSIONS OF THIS CHARTER PARTY.

CHOPT TO BREACH IWL, ALWAYS SUBJECT TO OWNERS UNDERWRITERS APPROVAL, AGAINST PAYING OWNERS THE ADDITIONAL PREMIUM FOR SUCH BREACH. THE ADDITIONAL PREMIUM NOT TO EXCEED THAT QUOTED BY LLOYDS OF LONDON. CHRTRS TO PAY THE ADDITIONAL PREMIUM UPON OWNERS FAXING THEIR UNDERWRITERS/BROKERS INVOICE AND THE ORIGINAL INVOICE TO FOLLOW LATER BY MAIL.

VSL NOT TO BE ORDERED TO ICE-BOUND PORTS/AREAS. VSL NOT TO FORCE ICE NOR FOLLOW ICE-BREAKERS.

CHRTRS OPTION NAABSA AS PER NYPE '46 CL 6 IN BUENAVENTURA AND RIVER PLATE PORTS ONLY WHERE IT IS CUSTOMARY NAABSA PORTS WITH SOFT MUD WHICH WILL NOT CAUSE ANY DAMAGE TO VSL, AND FOR OTHER PORTS SUBJECT TO OWNERS PRIOR APROVAL WHICH NOT TO BE UNREASONABLY WITHHELD.

6. HIRE USD. 17,350.00 PDPR INCLT PAYABLE EVERY 15 DAYS IN ADVANCE.

7. 1ST HIRE AND VALUE OF BUNKERS ON DELY TO BE PAID BY CHRTRS WITHIN 3 BANKING DAYS AFTER VSL'S DELY AND RECEIPT OF OWNERS INVOICE BY FAX OR E-MAIL OR TLX. CHRTRS HV THE RIGHT TO DEDUCT VALUE OF ESTIMATED BUNKERS ON REDLY FROM LAST SUFFICIENT HIRE PAYMENT/S.

8. OWNERS HAVE THE OPTION TO USE CHRTRS AGENTS FOR MINOR OWNERS MATTERS FREE OF AGENCY FEE TO OWNERS. MASTER/OWNERS TO SETTLE SUCH EXPENSES, IF ANY INCURRED, WITH AGENTS AND CHRTRS NOT TO DEDUCT ANY AMOUNTS FROM HIRE FOR ESTIMATED OWNERS EXPENSES. FOR MAJOR OWNERS MATTERS OWNERS TO APPOINT THEIR OWN AGENTS OR NEGOTIATE DIRECTLY WITH CHRTRS AGENTS WITHOUT INVOLVING CHRTRS.

9. REDELY: ON DLOSP OR PASSING ISP IN CHOPT ATDNHINC WITHIN THE FOLLOWING RANGES BUT ALWAYS WITHIN THE TRADING LIMITS OF THIS CHARTER PARTY:-
 - = SKAW/PASSERO RGE INCL UK/EIRE, MED, ADRIATIC/BLACK SEA BUT EXCLUDING SEA OF AZOV.
 - OR IN CHOPT
 - = TAMPA//BUENOS AIRES RGE INCL U.S. GULF, ECCA, NCSA, CARIBS BUT EXCLUDING CUBA.
 - OR IN CHOPT
 - = ADEN /JAPAN RGE INCL RED SEA, ARABIAN GULF, INDO, MALAYSIA, PHILIPPINES, PRC, S.KOREA.
 - IN CASE LAST DISCHARGE PORT PRIOR TO REDELIVERY IS WITHIN PERSIAN GULF, VESSEL TO BE REDELIVERED ON PASSING MUSCAT OUTBOUND OR IN OWNERS OPTION ANY EQUIDISTANT POINT FROM THE LAST DISCHARGE PORT. IN CASE LAST DISCHARGE PORT PRIOR TO REDELIVERY IS WITHIN RED SEA, VESSEL TO BE REDELIVERED ON PASSING ADEN EASTBOUND OR IN OWNERS OPTION ANY EQUIDISTANT POINT FROM THE LAST DISCHARGE PORT.
 - OR IN CHOPT
 - = CAPE TOWN/MOMBASA RGE
 - OR IN CHOPT
 - = VANCOUVER BC/VALPARAISO RGE.
 - OR IN CHOPT
 - = GIBRALTAR/DOUALA RGE.

10. ILOHC ON REDLY USD. 4,000.00 LUMP SUM INCL REMOVAL AND/OR DISPOSAL OF DUNNAGE/LASHING MATERIAL/DEBRIS. HOWEVER IF REMOVAL AND/OR DISPOSAL OF DUNNAGE/LASHING MATERIALS/DEBRIS BY SHORE LABOUR OBLIGATORY THEN SAME TO BE ARRANGED AND PAID BY CHRTRS.

IN ANYCASE IF THE REDLY PORT IS IN U.S.A THEN REMOVAL AND/OR DISPOSAL OF DUNNAGE/LASHING MATERIALS/DEBRIS TO BE ARRANGED BY CHRTRS AT THEIR TIME AND EXPENSE PRIOR TO REDLY OF VSL.

IF REMOVAL AND DISPOSAL OF DUNNAGE/LASHING MATERIALS/DEBRIS ARRANGED BY CHRTRS AT THEIR TIME AND EXPENSES THEN ILOHC USD. 3,500.00 LUMP SUM.

DUNNAGE/LASHING/PACKING MATERIALS TO BE USDA-APHIS APPROVED.

11. COMM/VICT/ENT: USD. 1,200.00 PER MONTH PRO RATA

12. BUNKERS ON DELY ABT 250/350 MTS IFO AND ABT 30/60 MTS MDO. BUNKERS ON REDELY TO BE ABT THE SAME QITIES AS ACTUALLY ON BOARD ON DELY.

PRICES USD. 300.00 PMT FOR IFO AND USD. 600.00 PMT FOR MDO BOTH ENDS. CHRTRS TO PAY FOR THE VALUE OF BUNKERS ON DELY TOGETHER WITH FIRST HIRE PAYMENT.

CHRTRS ENTITLED TO DEDUCT THE VALUE OF ESTIMATED BUNKERS ON REDELY FROM THE LAST SUFFICIENT HIRE PAYMENT/S.

CHRTS MAY SUPPLY BUNKERS TO THE VSL ON THEIR ACCOUNT AT DELIVERY PORT PROVIDED SAME DOES NOT INTERFERE WITH OWNERS OPERATIONS AND ALWAYS SUBJECT TO OWNERS PRIOR APPROVAL.
OWNERS HAVE THE PRIVILEGE TO BUNKER THE VSL FOR THEIR OWN ACCOUNT DURING THE LAST OR PENULTIMATE VOYAGE OF THIS CHARTER WITHOUT INTERFERING WITH CHARTERERS CARGO OPERATIONS.

13. THE CARGOES ALLOWED UNDER THIS CHARTER PARTY TO BE LOADED, STOWED, CARRIED AND DISCHARGED IN ACCORDANCE WITH IMO, FLAG STATE AND LOCAL RULES AND RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO ALL SOLAS REGULATIONS TOGETHER WITH ANY AND ALL PROTOCOLS/AMENDMENTS THERETO.

14. TRADING EXCLUSIONS CL:-

VESSEL TO BE EMPLOYED IN LAWFUL TRADES FOR THE CARRIAGE OF LAWFUL AND HARMLESS MERCHANDISE ONLY BETWEEN SAFE PORTS WHERE VESSEL CAN SAFELY LIE ALWAYS AFLOAT AND TRADING TO BE ALWAYS WITHIN IWL BUT ALWAYS SPECIFICALLY EXCLUDING FINLAND, SWEDEN, YUGOSLAVIA, BOSNIA, CROATIA, ALL TERRITORIES OF FORMER YUGOSLAVIA, ALBANIA, ISRAEL, LEBANON, SYRIA, TURKISH OCCUPIED CYPRUS, LIBYA, DEMOCRATIC REPUBLIC OF CONGO, SOMALIA, IRAQ, NORTH KOREA, SRILANKA, CAMPUCHEA, ANGOLA, CABINDA, CUBA, LIBERIA, SIERRA LEONE, ABKHAZIA, NORTH & SOUTH YEMEN, BANGLADESH, BELIZE, CIS RUSSIAN FAR EAST, GEORGIA (BLACK SEA), NIGERIA, CAMEROUN, ETHIOPIA AND ERITREA, AMAZON RIVER (AMAZON RIVER NOT BEYOND MANAUS ALLOWED PROVIDED VESSEL ALWAYS AFLOAT), ST. LAWRENCE RIVER (ST. LAWRENCE RIVER NOT WEST OF MONTREAL, ALWAYS EXCLUDING LAKES, ALLOWED PROVIDED FREE OF ICE), GREAT LAKES, COUNTRIES/PLACES WHERE U.N./U.S.A SANCTIONS AND/OR RESTRICTIONS ARE IN FORCE AND ALL WAR AND/OR WAR LIKE ZONES. ORDERS OF OWNERS WAR RISK UNDERWRITERS ARE ALWAYS TO BE FOLLOWED.

WHEN TRADING TO WEST AFRICAN PORTS CHARTERERS TO PROVIDE ARMED GUARDS DURING PORT STAYS IN THESE COUNTRIES TO PROTECT THE VESSEL, HER CREW AND HER CARGO.

WHEN TRADING TO WEST AFRICAN PORTS CHARTERERS TO ACCEPT FULL RESPONSIBILITY FOR CARGO CLAIMS FROM THIRD PARTIES IN THESE COUNTRIES (EXCEPT THOSE ARISING FROM UNSEAWORTHINESS OF VESSEL) INCLUDING PUTTING UP SECURITY, IF NECESSARY, TO PREVENT ARREST/DETENTION OF THE VESSEL OR TO RELEASE THE VESSEL FROM ARREST OR DETENTION AND VESSEL TO REMAIN ON HIRE.

CHARTERERS OPTION TO TRADE VESSEL TO CIS RUSSIAN FAR EAST ON THE FOLLOWING CONDITIONS:

- 1). CHARTERERS TO ARRANGE FOR PHYTOSANITARY INSPECTION TO BE CARRIED OUT AND PHYTOSANITARY CERTIFICATE VALID FOR ALL COUNTRIES ISSUED BY OFFICIAL INSPECTORS TO BE PLACED ON BOARD THE VESSEL AT CHARTERERS TIME AND EXPENSE PRIOR TO VESSEL'S SAILING FROM CIS RUSSIAN FAR EAST PORT.
- 2). BREACH OF IWL TO BE FOR CHARTERERS ACCOUNT AND THE ADDITIONAL PREMIUM FOR SUCH BREACH TO BE PAID BY CHARTERERS IN ADVANCE

PRIOR TO SUCH BREACH UPON OWNERS FAXING THEIR UNDERWRITERS/
BROKERS INVOICE.

- 3). VESSEL NOT TO BE ORDERED TO ICE-BOUND PORTS/AREAS. VESSEL NOT
TO FORCE ICE NOR FOLLOW ICE-BREAKERS.

15. CARGO EXCLUSIONS CL:-

THE FOLLOWING CARGOES ARE EXCLUDED:

LIVESTOCK, RADIO AND RADIOACTIVE GOODS AND ITS WASTES, LOGS,
NUCLEAR PRODUCTS, PETROLEUM AND ITS PRODUCTS, PETCOKE, ASPHALT,
PITCH, AMMONIUM NITRATE, TURNINGS, MOTORBLOCKS, QUEBRACHO, HIDES,
ACIDS, EXPLOSIVES, ARMS, AMMUNITIONS, DIRECT REDUCED IRON ORE
PELLETS,
INFLAMMABLE GOODS, DANGEROUS AND INJURIOUS CARGOES, CREOSOTE AND
CREOSOTED GOODS, SPONGE IRON, BLACK POWDER, BLASTING CAPS, TAR,
SHAVINGS, HBI, SALTPETER, CHILEAN NITRATE OF SODA, QUICK LIME,
NAPHTHA,
CEMENT, CALCIUM CARBIDE, BORAX, CHROME ORE, SILICON MAGNESIUM,
TURPENTINE, CARBON BLACK, ASBESTOS, AMMONIUM SULPHATE,
CALCIUM HYPOCHLORIDE, BITUMEN, COALS, CAUSTIC SODA, EXPELLERS,
FISHMEAL, SALT, FERROCHROME, FERROSILICON, SILICON MANGANESE,
COPRA, SCRAP, SULPHUR, SODA ASH, DETONATORS, CEMENT CLINKERS,
BOMBS, DYNAMITE, WAR MATERIALS, IMO/IMDG CARGOES.

"CHARTERERS MAY LOAD MAXIMUM TWO CARGOES OF HARMLESS, FERTILIZER
GRADE, NON-IMDG AMMONIUM SULPHATE DURING THE PERIOD OF THIS
CHARTER

CHARTERERS MAY LOAD CONCENTRATES DURING THE PERIOD OF THIS CHARTER
ON THE FOLLOWING CONDITIONS:-

- A) CONCENTRATES NOT TO BE LOADED AS CONSECUTIVE CARGOES.
- B) CONCENTRATES TO BE LOADED, STOWED, TRIMMED, CARRIED AND
DISCHARGED STRICTLY IN ACCORDANCE WITH IMO, FLAG STATE AND
LOCAL RULES AND RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO ALL
SOLAS REGULATIONS TOGETHER WITH ANY AND ALL PROTOCOLS/AMENDMENTS
THERETO AND/OR ANY OTHER LATEST REGULATION/RULES APPLICABLE TO
SUCH CARGO. THE MOISTURE CONTENT OF CONCENTRATES TO BE WITHIN
IMO TRANSPORTABLE LIMITS AND CERTIFICATES TO BE ISSUED TO THIS
EFFECT BY AN INDEPENDENT SURVEYOR AT THE TIME OF SHIPMENT.
- C) BEFORE LOADING, ALL HOLDS ASSIGNED FOR CONCENTRATES ARE TO BE
WASHED DOWN BY FRESH WATER BY CHARTERERS AT THEIR TIME, RISK
AND EXPENSE TO THE SATISFACTION OF THE MASTER AND INDEPENDENT
SURVEYORS APPOINTED BY CHARTERERS.
- D) AFTER DISCHARGE OF CONCENTRATES CHARTERERS ARE TO THOROUGHLY
CLEAN VESSEL'S HOLDS TO BRING THE HOLDS TO THE SAME CONDITION
AS PRIOR LOADING THIS CARGO AT THEIR TIME, RISK AND EXPENSE
INCLUDING BUT
NOT LIMITED TO SUPPLY OF NECESSARY MATERIALS, CHEMICALS AND
FRESH WATER AS REQUIRED TO THE SATISFACTION OF THE MASTER.
- E) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS
AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER
PARTY BUT CHARTERERS TO PAY OWNERS USD. 850.00 PER HOLD.

- F) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
- G) CONCENTRATES NOT TO BE LOADED AS THE LAST TWO CARGOES UNDER THIS CHARTER.

CHARTERERS MAY LOAD HARMLESS, NON-IMO/IMDG COAL DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITIONS:-

- A) COAL PERMITTED UNDER THIS CHARTER IS ONLY LIMITED TO HARMLESS, NON-IMO/IMDG COAL. ALL OTHER TYPE/FORM OF COAL ARE FULLY EXCLUDED UNDER THIS CHARTER.
- B) IF ANY ADDITIONAL FITTINGS/CERTIFICATION ARE REQUIRED FOR THE VESSEL THEN SAME TO BE FOR CHARTERERS COSTS, TIME, RISK AND EXPENSES.
- C) IF CHARTERERS LOAD MORE THAN 3 (THREE) CARGOES OF COAL DURING THE PERIOD OF THIS CHARTER THEN FROM THE 4TH (FOURTH) CARGO ONWARDS THE PER DAY HIRE RATE TO BE INCREASED BY USD. 1,000.00 AND THIS RATE SHALL APPLY FROM THE TIME OF VESSEL DROPPING OUTWARD PILOT LAST DISCHARGE PORT PRIOR COAL CARGO TILL COMPLETION OF DISCHARGE AND DROPPING OUTWARD PILOT LAST DISCHARGE PORT AFTER COAL CARGO.
- D) COAL TO BE LOADED, STOWED, TRIMMED, CARRIED AND DISCHARGED STRICTLY IN ACCORDANCE WITH IMO, FLAG STATE AND LOCAL RULES AND RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO ALL SOLAS REGULATIONS TOGETHER WITH ANY AND ALL PROTOCOLS/AMENDMENTS THERETO AND/OR ANY OTHER LATEST REGULATION/RULES APPLICABLE TO SUCH CARGO.
- E) AFTER DISCHARGE OF COAL CHARTERERS ARE TO THOROUGHLY CLEAN VESSEL'S HOLDS TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR LOADING THIS CARGO AT THEIR TIME, RISK AND EXPENSE INCLUDING BUT NOT LIMITED TO SUPPLY OF NECESSARY MATERIALS, CHEMICALS AND FRESH WATER AS REQUIRED TO THE SATISFACTION OF THE MASTER.
- F) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY BUT CHARTERERS TO PAY OWNERS USD. 850.00 PER HOLD.
- G) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
- H) COAL NOT TO BE LOADED AS CONSECUTIVE CARGOES.
- I) COAL NOT TO BE LOADED AS THE LAST THREE CARGOES UNDER THIS CHARTER.

CHARTERERS MAY LOAD MAXIMUM TWO CARGOES OF BULK SODA ASH DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITIONS:-

- A) SODA ASH NOT TO BE LOADED AS CONSECUTIVE CARGOES.
- B) SODA ASH TO BE LOADED, STOWED, TRIMMED, CARRIED AND DISCHARGED STRICTLY IN ACCORDANCE WITH IMO, FLAG STATE AND LOCAL RULES AND RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO ALL SOLAS REGULATIONS TOGETHER WITH ANY AND ALL PROTOCOLS/AMENDMENTS THERETO AND/OR ANY OTHER LATEST REGULATION/RULES APPLICABLE TO SUCH CARGO.
- C) BEFORE LOADING, ALL HOLDS ASSIGNED FOR SODA ASH ARE TO BE WASHED DOWN BY FRESH WATER BY CHARTERERS AT THEIR TIME, RISK AND EXPENSE

- TO THE SATISFACTION OF THE MASTER AND INDEPENDENT SURVEYORS APPOINTED BY CHARTERERS.
- D) AFTER DISCHARGE OF SODA ASH CHARTERERS ARE TO THOROUGHLY CLEAN VESSEL'S HOLDS TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR
LOADING THIS CARGO AT THEIR TIME, RISK AND EXPENSE INCLUDING BUT NOT
LIMITED TO SUPPLY OF NECESSARY MATERIALS, CHEMICALS AND FRESH WATER AS REQUIRED TO THE SATISFACTION OF THE MASTER.
 - E) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY BUT CHARTERERS TO PAY OWNERS USD. 850.00 PER HOLD.
 - F) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
 - G) SODA ASH NOT TO BE LOADED AS THE LAST TWO CARGOES UNDER THIS CHARTER.

CHARTERERS MAY LOAD MAXIMUM TWO CARGOES OF HARMLESS, NON-RADIOACTIVE, NON-OILY HMS 1+2 OR SHREDDED SCRAP DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITIONS:-

- A) THE SCRAP PERMITTED UNDER THIS CHARTER PARTY IS ONLY LIMITED TO HARMLESS, NON-RADIOACTIVE, NON-OILY HMS 1+2 OR SHREDDED SCRAP ALWAYS EXCLUDING MOTORBLOCKS, TURNINGS, METAL BORINGS AND CUTTINGS.
ALL OTHER TYPE/FORM OF SCRAP ARE FULLY EXCLUDED UNDER THIS CHARTER PARTY.
- B) CHARTERERS/SUB-CHARTERERS AND/OR THEIR STEVEDORES/SERVANTS ARE TO LOWER THE CARGO DOWN SOFTLY, AS CLOSE TO THE TANKTOPS AS POSSIBLE, ON THE TANKTOPS UNTIL A LAYER OF CARGO IS BUILT UP ATLEAST
TO BE ABOUT 2 (TWO) METRES HEIGHT OVER THE ENTIRE TANK TOP AREA BEFORE PROCEEDING TO LOAD IN THE NORMAL MANNER. MASTER HAS THE RIGHT TO STOP LOADING SHOULD STEVEDORES/OTHER LOADING PERSONNELS
FAIL TO COMPLY WITH ABOVE AND/OR ENDANGER THE VESSEL AND/OR HER EQUIPMENTS/FITTINGS AT ANY STAGE OF LOADING.
- C) CHARTERERS UNDERTAKE TO SUPPLY ON BOARD, AT THEIR TIME AND EXPENSES, DUNNAGE AND/OR OTHER MATERIALS WHICH MASTER CONSIDERS NECESSARY TO PROVIDE SAFE PROTECTION FROM DAMAGE BY LOADING SCRAP.
- D) AFTER DISCHARGE OF SCRAP CHARTERERS ARE TO THOROUGHLY CLEAN VESSEL'S HOLDS TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR
LOADING THIS CARGO AND KEEP HOLD PAINT IN GOOD CONDITION AT THEIR
TIME, RISK AND EXPENSE INCLUDING BUT NOT LIMITED TO SUPPLY OF NECESSARY MATERIALS, CHEMICALS, PAINTS AND FRESH WATER AS REQUIRED TO THE SATISFACTION OF THE MASTER.
- E) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY BUT CHARTERERS TO PAY OWNERS USD. 850.00 PER HOLD.
- F) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
- G) SCRAP NOT TO BE LOADED AS THE LAST TWO CARGOES UNDER THIS CHARTER.

CHARTERERS MAY LOAD MAXIMUM TWO CARGOES OF SALT DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITIONS:-

- A) SALT NOT TO BE LOADED AS CONSECUTIVE CARGOES.
- B) BEFORE LOADING, ALL HOLDS ASSIGNED FOR SALT ARE TO BE WASHED DOWN BY FRESH WATER AND LIME-WASHED BY CHARTERERS AT THEIR TIME, RISK AND EXPENSE TO THE SATISFACTION OF THE MASTER AND INDEPENDENT SURVEYORS APPOINTED BY CHARTERERS.
- C) SALT TO BE LOADED, STOWED, TRIMMED, CARRIED AND DISCHARGED STRICTLY IN ACCORDANCE WITH IMO, FLAG STATE AND LOCAL RULES AND RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO ALL SOLAS REGULATIONS TOGETHER WITH ANY AND ALL PROTOCOLS/AMENDMENTS THERETO AND/OR ANY OTHER LATEST REGULATION/RULES APPLICABLE TO SUCH CARGO.
- D) AFTER DISCHARGE OF SALT CHARTERERS ARE TO THOROUGHLY CLEAN VESSEL'S HOLDS INCLUDING REMOVAL OF LIME WASH COATING TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR LOADING THIS CARGO AT THEIR TIME, RISK AND EXPENSE INCLUDING BUT NOT LIMITED TO SUPPLY OF NECESSARY MATERIALS, CHEMICALS AND FRESH WATER AS REQUIRED, TO THE SATISFACTION OF THE MASTER.
- E) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS INCLUDING LIME-WASHING AND REMOVAL OF LIME-WASH AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY BUT CHARTERERS TO PAY OWNERS USD. 600.00 PER HOLD FOR EACH SUCH LIME-WASH/REMOVAL OF LIME-WASH IN ADDITION TO THE RATES STIPULATED IN THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY.
- F) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
- G) SALT NOT TO BE LOADED AS THE LAST THREE CARGOES UNDER THIS CHARTER.

CHARTERERS MAY LOAD MAXIMUM TWO CARGOES OF SULPHUR DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITONS:-

- A) BEFORE LOADING, ALL HOLDS ASSIGNED FOR SULPHUR ARE TO BE WASHED DOWN BY FRESH WATER AND LIME-WASHED BY CHARTERERS AT THEIR TIME, RISK AND EXPENSE TO THE SATISFACTION OF THE MASTER AND INDEPENDENT SURVEYORS APPOINTED BY CHARTERERS.
- B) SULPHUR TO BE LOADED, STOWED, TRIMMED, CARRIED AND DISCHARGED STRICTLY IN ACCORDANCE WITH IMO, FLAG STATE AND LOCAL RULES AND RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO ALL SOLAS REGULATIONS TOGETHER WITH ANY AND ALL PROTOCOLS/AMENDMENTS THERETO AND/OR ANY OTHER LATEST REGULATION/RULES APPLICABLE TO SUCH CARGO.
- C) AFTER DISCHARGE OF SULPHUR CHARTERERS ARE TO THOROUGHLY CLEAN VESSEL'S HOLDS INCLUDING REMOVAL OF LIME WASH COATING TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR LOADING THIS CARGO AT THEIR TIME, RISK AND EXPENSE INCLUDING BUT NOT LIMITED TO SUPPLY OF NECESSARY MATERIALS, CHEMICALS AND FRESH WATER AS REQUIRED, TO THE SATISFACTION OF THE MASTER.
- D) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS

INCLUDING LIME-WASHING AND REMOVAL OF LIME-WASH AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY BUT CHARTERERS TO PAY OWNERS USD. 600.00 PER HOLD FOR EACH SUCH LIME-WASH/REMOVAL OF LIME-WASH IN ADDITION TO THE RATES STIPULATED IN

THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY.

- E) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
- F) SULPHUR NOT TO BE LOADED AS LAST THREE CARGOES UNDER THIS CHARTER.

CHARTERERS MAY LOAD MAXIMUM TWO CARGOES OF CEMENT OR CEMENT CLINKER (IE. EITHER 2 CARGOES OF CEMENT OR 2 CARGOES OF CEMENT CLINKER OR 1 CARGO OF CEMENT AND 1 CARGO OF CEMENT CLINKER) DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITIONS:-

- A) CEMENT AND/OR CEMENT CLINKER NOT TO BE LOADED AS CONSECUTIVE CARGOES.
- B) CHARTERERS TO INDEMNITY OWNERS FOR ALL POSSIBLE CARGO SOLIDIFICATION DUE TO HOLD SWEATING.
- C) AFTER DISCHARGE OF CEMENT AND/OR CEMENT CLINKER CHARTERERS ARE TO THOROUGHLY CLEAN VESSEL'S HOLDS TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR LOADING THIS CARGO AND KEEP HOLD PAINT IN GOOD CONDITION AT THEIR TIME, RISK AND EXPENSE INCLUDING BUT NOT LIMITED TO SUPPLY NECESSARY MATERIALS, CHEMICALS, SUBMERSIBLE PUMPS AND FRESH WATER AS REQUIRED, TO THE SATISFACTION OF THE MASTER. HOLD CLEANING WATER NOT TO BE PUMPED OUT THROUGH VESSEL'S BILGE SYSTEM.
- D) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY BUT CHARTERERS TO PAY OWNERS USD. 500.00 PER HOLD IN ADDITION TO THE RATES STIPULATED IN THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY.
- E) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION AND/OR DELAYS THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT AND VESSEL TO REMAIN ON-HIRE.
- F) BULK CEMENT AND/OR CEMENT CLINKER NOT TO BE LOADED AS THE LAST THREE CARGOES UNDER THIS CHARTER.

CHARTERERS HAVE THE OPTION TO LOAD ONE CARGO OF CALCINED PETCOKE (CALCINED ONLY, ALL OTHER PETCOKE VIZ. GREEN, DELAYED ETC. ARE EXCLUDED

FULLY UNDER THIS CHARTER PARTY) DURING THE PERIOD OF THIS CHARTER ON THE FOLLOWING CONDITIONS:-

- A) SHOULD ANY ADDITIONAL/SPECIAL WASH DOWN OF HOLDS BEFORE LOADING IS REQUIRED BY THE MASTER, CHARTERERS UNDERTAKE TO ARRANGE THE SAME AT THEIR EXPENSE AND TIME.
- B) CALCINED PETCOKE TO BE LOADED, STOWED, TRIMMED, CARRIED, DISCHARGED

STRICTLY IN ACCORDANCE WITH IMO AND/OR ANY OTHER LATEST REGULATIONS/RULES APPLICABLE TO SUCH CARGO.

- C) AFTER DISCHARGE CHARTERERS TO ARRANGE AT THEIR EXPENSE, TIME AND RISK ADDITIONAL/SPECIAL WASH OF HOLDS CARRYING CALCINED PETCOKE TO BRING THE HOLDS TO THE SAME CONDITION AS PRIOR LOADING THIS CARGO, INCLUDING BUT NOT LIMITED TO SUPPLY NECESSARY MATERIALS, CHEMICALS, EQUIPMENTS AND FRESH WATER AS REQUIRED, TO THE SATISFACTION OF THE MASTER.
 - D) CHARTERERS OPTION TO REQUEST CREW ASSISTANCE FOR CLEANING HOLDS AS PER THE INTERMEDIATE HOLD CLEANING CLAUSE OF THIS CHARTER PARTY
BUT CHARTERERS TO PAY OWNERS USD. 1,000.00 PER HOLD FOR EACH SUCH HOLD CLEANING PERFORMED BY CREW.
 - E) ANY EXTRA EXPENSES RESULTING THEREFROM/INCURRED THEREBY AND/OR ANY DETENTION THROUGH ANY/ALL OF ABOVE CAUSES ARE FOR CHARTERERS' ACCOUNT.
 - F) CALCINED PETCOKE NOT TO BE LOADED AS LAST TWO CARGOES UNDER THIS CHARTER.
16. INTERMEDIATE HOLD CLEANING:
INTERMEDIATE HOLD CLEANINGS TO BE PERFORMED BY CHARTERERS AT THEIR RISK, TIME AND COSTS. HOWEVER IF REQUESTED BY CHARTERERS CREW TO PERFORM SAME, PROVIDED SHORE/LOCAL/LABOUR REGULATIONS AND WEATHER CONDITIONS PERMITTING, AT CHARTERERS RISK, TIME AND COSTS BUT VESSEL/
OWNERS/CREW NOT RESPONSIBLE/LIABLE IN THE EVENT VESSEL FAILS SUBSEQUENT HOLD INSPECTIONS. CHARTERERS TO PROVIDE REQUIRED MATERIALS FOR CLEANING HOLDS INCLUDING FRESH WATER. CHARTERERS TO PAY OWNERS THE FOLLOWING RATES FOR EACH SUCH INTERMEDIATE HOLD CLEANING PERFORMED BY CREW:-
USD. 500.00 PER HOLD FOR SWEEPING ONLY.
USD. 750.00 PER HOLD FOR SWEEPING AND WASHING.
REMOVAL AND DISPOSAL OF DUNNAGE, LASHING MATERIALS, DEBRIS BETWEEN INTERMEDIATE VOYAGES TO BE ARRANGED BY CHARTERERS AT THEIR TIME AND EXPENSE.
17. THROUGHOUT THE CURRENCY OF THIS CHARTER PARTY, THE CHARTERERS SHALL REMAIN RESPONSIBLE FOR ALL COSTS AND TIME, INCLUDING DEVIATION, IF ANY,
ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF CARGO RELATED RESIDUES AND/OR HOLD WASHING WATER AND/OR CHEMICALS AND DETERGENTS AND/OR WASTE AS DEFINED BY MARPOL ANNEX V, SECTION 1 OR OTHER APPLICABLE RULES RELATING TO THE DISPOSAL OF SUCH SUBSTANCES.
18. BIMCO STANDARD LAW & ARBITRATION CLAUSE 1998 - ENGLISH LAW, LONDON ARBITRATION - WITH SMALL CLAIMS PROCEDURE FOR CLAIMS UP TO USD. 50,000.00
- TO APPLY AND TO BE INCORPORATED IN THE C/P.
19. GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK-ANTWERP RULES 1994 IN LONDON.
20. BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTERPARTIES TO APPLY AND TO BE INCORPORATED IN THE C/P.
21. BIMCO ISPS/MTSA CLAUSE FOR TIME CHARTER PARTIES 2005 TO APPLY AND TO

BE INCORPORATED IN THE C/P.

22. BIMCO U.S. CUSTOMS ADVANCE NOTIFICATION/AMS CLAUSE FOR TIME CHARTER PARTIES TO APPLY AND TO BE INCORPORATED IN THE C/P.
23. BIMCO BUNKER FUEL SULPHUR CONTENT CLAUSE FOR TIME CHARTER PARTIES 2005 TO APPLY AND TO BE INCORPORATED IN THE C/P.
24. BIMCO STANDARD WAR RISKS CLAUSE FOR TIME CHARTERS, 2004 (CODE NAME: CONWARTIME 2004) TO APPLY AND TO BE INCORPORATED IN THE C/P.
25. BIMCO STOWAWAYS CLAUSE FOR TIME CHARTERS TO APPLY AND TO BE INCORPORATED IN THE C/P.
26. CHARTERERS TO COMPLY WITH ANY/ALL UNITED STATES DEPARTMENT OF AGRICULTURE'S (USDA) ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) IMPORT REGULATION FOR WOOD PACKAGING MATERIAL (WPM). ANY/ALL CONSEQUENCES, LOSS, DAMAGES, EXPENSE OR DELAY CAUSED BY THE FAILURE ON THE PART OF THE CHARTERERS TO COMPLY WITH ABOVE REGULATION AND/OR REQUIREMENTS SHALL BE FOR CHARTERERS ACCOUNT
27. WITH THE VIEW TO PROTECT OWNERS AND CHARTERERS AGAINST POSSIBLE CLAIMS FOR CARGO DAMAGES, THE OWNERS HAVE THE OPTION TO APPOINT SURVEYORS NOMINATED BY THEIR P&I CLUB TO PERFORM CARGO CONDITION SURVEYS CONCURRENTLY WITH LOADING AND DISCHARGING CERTAIN CARGOES SUCH AS STEEL, AND OTHER CARGOES WHICH ARE PONTENTIALLY LIABLE TO CARGO CLAIMS. COST FOR SUCH SURVEYS TO BE SHARED EQUALLY BETWEEN OWNERS AND CHARTERERS.
28. CARGO CLAIMS AS BETWEEN THE OWNERS AND THE CHARTERERS SHALL BE SETTLED IN ACCORDANCE WITH THE INTER-CLUB NEW YORK PRODUCE EXCHANGE AGREEMENT OF FEBRUARY 1970, AS AMENDED MAY 1984 AND SEPTEMBER 1996, OR ANY SUBSEQUENT MODIFICATION OR REPLACEMENT THEREOF.
29. BASIC WAR RISK INSURANCE TO BE FOR OWNERS ACCOUNT. ANY ADDITIONAL/ EXTRA PREMIUM (WHICH TO BE ARRANGED BY OWNERS) FOR HULL AND MACHINERY AND OFFICERS/CREW FOR TRADING TO A RESTRICTED AREA, INCLUDING BLOCKING AND TRAPPING INSURANCE AND CREW WAR BONUS TO BE FOR CHARTERERS ACCOUNT AND VESSEL TO REMAIN ON FULL HIRE. CHARTERERS TO PAY THE ADDITIONAL/EXTRA PREMIUM UPON OWNERS FAXING THEIR UNDERWRITERS/BROKERS INVOICE AND THE ORIGINAL INVOICE TO FOLLOW LATER BY MAIL.
30. ON ARRIVAL AT FIRST LOAD PORT AFTER VSL'S DELIVERY ALL CGO HOLDS TO BE CLEAN/SWEPT/WASHED DOWN BY FRESH WATER AND DRIED, FREE OF LOOSE RUST SCALES AND PREVIOUS CARGO RESIDUES AND READY TO RECEIVE CHRTRS INTENDED CGO IN ALL RESPECTS TO THE SATISFACTION OF INDEPENDENT SURVEYORS. IF THE VSL'S CGO HOLDS NOT BE APPROVED BY THE SURVEYORS THEN THE VESSEL TO BE PLACED OFF-HIRE FROM THE TIME OF SUCH REJECTION UNTIL THE CGO HOLDS PASS THE SAME INSPECTION AGAIN AND ANY DIRECTLY RELATED EXTRA EXPENSES FOR CLEANING HOLDS TO BE FOR OWNERS ACCT .

31. CHRTRS ARE ENTITLED TO LOAD CARGO ON DECK/HATCH COVER IN ACCORDANCE WITH NORMAL MARINE PRACTICE AND SAFETY REGULATIONS AND ALWAYS SUBJECT TO VSL'S SEAWORTHINESS, STRENGTH, STABILITY AND SAFETY OF CREW. DECK/HATCH COVER CARGOES TO BE ENTIRELY AT CHARTERERS, SHIPPERS AND RECEIVERS RISK, TIME AND EXPENSE. DECK/HATCH COVER CARGOES TO BE LOADED, STOWED, LASHED AND SECURED TO MASTER'S SATISFACTION. EXTRA EXPENSES AND/OR DETENTION/DEVIATION IF ANY DUE TO DECK/HATCH COVER CARGOES TO BE FOR CHARTERERS ACCOUNT. ALL BILLS OF LADING FOR DECK/HATCH COVER CARGOES TO BE CLAUSED "SHIPPED ON DECK/HATCH COVERS AT CHARTERERS, SHIPPERS AND RECEIVERS RISK, EXPENSE AND RESPONSIBILITY WITHOUT ANY LIABILITY AND/OR RESPONSIBILITY ON THE PART OF THE VESSEL OR HER OWNERS FOR ANY LOSS, DAMAGE, EXPENSE AND/OR DELAY HOWSOEVER CAUSED." CHRTRS TO BE RESPONSIBLE FOR DAMAGES TO THE VESSEL BY THE DECK CARGO EITHER DUE TO SHIFTING OF THE CARGO AT SEA OR DURING LOADING/DISCHARGING OPERATIONS AT PORT.
32. IF AT ANY TIME DURING THE PERIOD OF THIS CHARTER THE VOYAGE INVOLVES SAILING FROM EAST AFRICA INCLUDING ISLANDS TO RED SEA, GULF OF ADEN, GULF OF OMAN, PERSIAN GULF, ARABIAN GULF OR ANY OTHER PORTS/AREAS ON THIS ROUTE AND/OR VICE VERSA, THE VESSEL NOT TO SAIL/PASS BETWEEN THE SOMALIAN COAST AND SOCOTRA ISLAND BUT TO ALWAYS SAIL/PASS EAST OF SOCOTRA ISLAND WHICH NOT TO BE CONSIDERED AS A DEVIATION.
33. ICE CLAUSE:-
- (A) THE VESSEL SHALL NOT BE OBLIGED TO FORCE ICE NOR FOLLOW ICE-BREAKERS.
 - (B) THE VESSEL SHALL NOT BE REQUIRED TO ENTER OR REMAIN IN ANY ICEBOUND PORT OR AREA, NOR ANY PORT OR AREA WHERE LIGHTS, LIGHTSHIPS, MARKERS OR BUOYS HAVE BEEN OR ARE ABOUT TO BE WITHDRAWN BY REASON OF ICE, NOR WHERE ON ACCOUNT OF ICE THERE IS, IN THE MASTER'S SOLE DISCRETION, A RISK THAT, IN THE ORDINARY COURSE OF EVENTS, THE VESSEL WILL NOT BE ABLE SAFELY TO ENTER AND REMAIN AT THE PORT OR AREA OR TO DEPART AFTER COMPLETION OF LOADING OR DISCHARGING. IF, ON ACCOUNT OF ICE, THE MASTER IN HIS SOLE DISCRETION CONSIDERS IT UNSAFE TO PROCEED TO, ENTER OR REMAIN AT THE PLACE OF LOADING OR DISCHARGING FOR FEAR OF THE VESSEL BEING FROZEN IN AND/OR DAMAGED, HE SHALL BE AT LIBERTY TO SAIL TO THE NEAREST ICE-FREE AND SAFE PLACE AND THERE AWAIT THE CHARTERERS' INSTRUCTIONS.
 - (C) ANY DELAY OR DEVIATION CAUSED BY OR RESULTING FROM ICE SHALL BE FOR THE CHARTERERS' ACCOUNT AND THE VESSEL SHALL REMAIN ON-HIRE.
 - (D) ANY ADDITIONAL PREMIUMS AND/OR CALLS REQUIRED BY THE VESSEL'S UNDERWRITERS DUE TO THE VESSEL ENTERING OR REMAINING IN ANY

ICEBOUND PORT OR AREA, SHALL BE FOR THE CHARTERERS' ACCOUNT.

34. CHARTERERS TO BE RESPONSIBLE FOR ALL DAMAGES CAUSED TO THE VESSEL AND/OR HER EQUIPMENTS BY STEVEDORES AND/OR CHARTERERS SERVANTS/ AGENTS. MASTER TO NOTIFY CHARTERERS OR THEIR AGENTS IN WRITING/TELEX/ CABLE/E-MAIL OF SUCH DAMAGE WITHIN 24 HOURS OF OCCURANCE, OR IN CASE OF HIDDEN DAMAGE AS SOON AS PRACTICABLE AFTER DISCOVERY OF SAME BUT IN ANY CASE PRIOR TO REDELIVERY OF THE VESSEL. MASTER TO COOPERATE WITH CHARTERERS OR THEIR AGENTS IN NOTIFYING THE PARTY WHO CAUSED THE DAMAGE AND TO HOLD THEM RESPONSIBLE. IF CHARTERERS OR THEIR AGENTS ARRANGE FOR A SURVEY OF THE DAMAGE AT CHARTERERS TIME AND COST, MASTER TO COOPERATE WITH THE SURVEYORS. DAMAGES WHICH AFFECTS VESSEL'S SEAWORTHINESS AND/OR CLASS AND/OR WORKING/TRADING CAPACITY AND/OR SAFETY OF CREW TO BE REPAIRED BY CHARTERERS WITHOUT DELAY AFTER EACH OCCURRENCE IN CHARTERERS TIME AND COSTS. SUCH REPAIRS TO BE CARRIED OUT TO CLASS SURVEYORS APPROVAL. DAMAGES WHICH DO NOT AFFECT VESSEL'S SEAWORTHINESS AND/OR CLASS AND/OR WORKING/TRADING CAPACITY AND/OR SAFETY OF CREW MAY BE REPAIRED DURING VESSEL'S NEXT REGULAR DRYDOCK CONCURRENTLY WITH OWNERS WORK AND CHARTERERS TO PAY OWNERS THE REPAIR COSTS AGAINST VOUCHERS AND ALSO FOR THE TIME (INSOFAR AS THE TIME EXCEEDS THE TIME NECESSARY TO CARRY OUT OWNERS WORK). CHARTERERS HAVE THE RIGHT TO BE REPRESENTED AT THE TIME OF REPAIRS IN DRYDOCK. OWNERS TO GIVE CHARTERERS REASONABLE NOTICE OF SAME AS FAR AS POSSIBLE.
35. VESSEL'S SPEED AND CONSUMPTION WARRANTED UNDER THIS CHARTER PARTY ARE UNDER GOOD WEATHER CONDITIONS UPTO BEAUFORT WIND FORCE 4 AND DOUGLAS SEA STATE 3. THE CHARTERERS HAVE THE OPTION TO APPOINT AN INTERNATIONALLY RECOGNISED INDEPENDENT WEATHER BUREAU AS THE WEATHER ROUTING COMPANY AT THEIR EXPENSE TO ADVISE THE MASTER. THE MASTER SHALL COMPLY WITH THE REPORTING PROCEDURE OF THE WEATHER ROUTING COMPANY BUT THE FINAL ROUTING IS ALWAYS AT MASTER'S DISCRETION FOR SAFE NAVIGATION. IN THE EVENT OF CONSISTENT DISCREPANCY BETWEEN VESSEL'S LOGS AND THE INDEPENDENT WEATHER BUREAU THEN THE INDEPENDENT WEATHER BUREAU REPORT TO BE FINAL AND BINDING. IN THE EVENT OF ANY SPEED CLAIMS FUEL SAVINGS, IF ANY, DUE TO REDUCED SPEED IS TO BE CONSIDERED AND SET OFF AS CREDITS AGAINST SUCH CLAIMS. CHARTERERS TO PROVIDE SUPPORTING DOCUMENTS TO SUBSTANTIATE THEIR SPEED CLAIMS IF ANY AND SAME TO BE DEALT WITH SEPARATELY AND NOT TO BE DEDUCTED FROM HIRE UNLESS MUTUALLY AGREED.
36. ALL LIGHT HOUSE DUES TO BE FOR CHRTRS ACCOUNT.
37. SHOULD THE VESSEL STAY IN A PORT OR TRADE IN TROPICAL WATERS FOR ANY PERIOD EXCEEDING 30 CONSECUTIVE DAYS OWNERS ARE NOT TO BE HELD RESPONSIBLE FOR ANY DEFICIENCY IN SPEED/CONSUMPTION DUE TO BOTTOM FOULING BY MARINE GROWTH, BARNACLES ETC. AND CHARTERERS TO ENSURE VESSEL'S BOTTOM IS CLEANED WITH APPROVED EQUIPMENTS AT CHARTERERS TIME AND EXPENSE.

38. JOINT ON/OFF-HIRE SURVEYS TO ASCERTAIN THE VESSEL'S CONDITION AND THE QUANTITY OF BUNKERS REMAINING ON BOARD SHALL BE CARRIED OUT ON DELIVERY AND REDELIVERY BY MUTUALLY AGREED SURVEYORS. JOINT ON-HIRE SURVEY TO BE CARRIED OUT AT FIRST LOADING PORT AFTER DELIVERY OF VESSEL AND JOINT OFF-HIRE SURVEY TO BE CARRIED OUT AT LAST DISCHARGING PORT PRIOR TO REDELIVERY OF VESSEL. THE TIME AND COSTS FOR JOINT ON/OFF-HIRE SURVEYS TO BE SHARED EQUALLY BETWEEN OWNERS AND CHARTERERS, HOWEVER VESSEL TO REMAIN ON-HIRE IF THE SURVEYS ARE CARRIED OUT WITHOUT INTERRUPTION TO CHARTERERS OPERATIONS.
39. CHARTERERS SHALL HAVE THE OPTION OF ORDERING THE VESSEL TO LIE ALONGSIDE OTHER VESSELS/COASTERS/LIGHTERS AT ANY SAFE ANCHORAGE WITHOUT SWELL AND/OR SAFE BERTH/SAFE DOCK/SAFE WHARF FOR THE PURPOSE OF LOADING/DISCHARGING OF THE CARGO AND/OR FOR BUNKERING, BUT ALWAYS SUBJECT TO MASTER'S ABSOLUTE DISCRETION WHETHER SUCH OPERATIONS ARE SAFE AND FEASIBLE. THE MASTER MAY IF HE CONSIDERS IT AT ANYTIME UNSAFE TO COMMENCE OR CONTINUE SUCH OPERATIONS ORDER THE OTHER VESSELS/COASTERS/LIGHTERS AWAY FROM HIS VESSEL TO A SAFE DISTANCE AND SUCH VESSELS/COASTERS/LIGHTERS MUST OBEY SUCH ORDERS. MASTER MAY ALSO REMOVE HIS VESSEL TO A SAFE DISTANCE. CHARTERERS SHALL SUPPLY ADEQUATE AND PROPER FENDERS, LINES AND SECURING EQUIPMENT ACCEPTABLE TO THE MASTER AND SHALL ALSO BE LIABLE FOR ANY DAMAGE CAUSED TO THE VESSEL BY THE OTHER VESSELS/COASTERS/LIGHTERS DURING APPROACH, SECURING, LYING ALONGSIDE, UNSECURING AND DEPARTURE OF THE OTHER VESSELS/COASTERS/LIGHTERS. FINAL AND SOLE AUTHORITY FOR PLACING OF FENDERS SHALL ALWAYS REMAIN WITH THE MASTER OF THE VESSEL. THE MASTER SHALL AT ALL TIMES GIVE FULL COOPERATION TO CHARTERERS AND/OR THEIR AGENTS TO EXPEDITE THE LOADING/DISCHARGING.
- ALL ABOVE OPERATIONS TO BE AT CHARTERERS ENTIRE RISK, TIME AND COSTS.
EXTRA INSURANCE IF REQUIRED FOR ANY/ALL OF THE ABOVE OPERATIONS TO BE FOR CHARTERERS ACCOUNT AND CHARTERERS TO PAY OWNERS SAME AGAINST OWNERS PROVIDING THEIR UNDERWRITERS/BROKERS INVOICE.
DELIVERY OVERSIDE INTO OTHER VESSELS/COASTERS/LIGHTERS IN THE CASE OF DISCHARGING TO CONSTITUTE RIGHT AND TRUE DELIVERY OF CARGO UNDER THE RELATIVE BILLS OF LADING.
40. SHOULD ORIGINAL BILL(S) OF LADING NOT BE AVAILABLE AT DISCHARGE PORT/S UPON VESSEL'S ARRIVAL, OWNERS TO ALLOW CHARTERERS TO DISCHARGE THE CARGO/ES WITHOUT PRESENTATION OF ORIGINAL BILL(S) OF LADING AGAINST CHARTERERS PROVIDING OWNERS WITH LETTER OF INDEMNITY IN ACCORDANCE WITH OWNERS' P&I CLUB FORM AND WORDING BEFORE DISCHARGE. THE LETTER OF INDEMNITY TO BE SIGNED BY CHARTERERS ONLY. THE LETTER OF INDEMNITY TO BE ISSUED ON CHARTERERS CORPORATE LETTER HEAD, INK-SIGNED BY CHARTERERS AUTHORISED SIGNATORY GIVING NAME AND DESIGNATION AND

STAMPED WITH CHARTERERS CORPORATE STAMP. THE LETTER OF INDEMNITY TO BE FAXED TO OWNERS ALONGWITH COPY(IES) OF THE BILL(S) OF LADING PRIOR VESSEL'S ARRIVAL AT DISCHARGE PORT/S AND THE ORIGINAL LETTER OF INDEMNITY TO BE COURIERED TO OWNERS IMMEDIATELY THEREAFTER.

41. THE NEW BOTH-TO-BLAME COLLISION CLAUSE, THE NEW JASON CLAUSE, GENERAL CLAUSE PARAMOUNT OR U.S.A CLAUSE PARAMOUNT OR CANADIAN CLAUSE PARAMOUNT AS APPLICABLE AND CONWARTIME 2004 DEEMED TO BE INCORPORATED IN THIS CHARTER PARTY. ALL BILLS OF LADING ISSUED PURSUANT TO THIS CHARTER PARTY TO CONTAIN THE ABOVE CLAUSES.
42. 2.50 PCT ADDRESS COMMISSION PLUS 1.25 PCT TO LOMAR MARITIME, BANGKOK

Owise terms and conditons as per m.v. SUTHATHIP Naree/Sunwoo c/p dd 28th March, 2007 with logical alterations as per mterms except:

- END RECAP.

MANY TKS YR VERY KIND SUPPORT LEADING TO THIS FIXTURE.

RGDS/ALJ - MOBILE (6681) 822 9930